The Solicitors' Journal

(ESTABLISHED 1857.)

*** Notices to Subscribers and Contributors will be found on page iii.

VOL. LXXIII. **Saturday, September 21, 1929.** No. 38

Current Topics.

New Judge for the Hague Court.

THERE HAS been of late such a rising tide of opposition to the tendency of Government departments to give themselves judicial powers in Acts of Parliament which would deprive the citizen of recourse to the courts of justice that even the Lord Chief Justice is about to issue a volume entitled "The New Despotism." In these circumstances the fact of the nomination of Sir CECIL HURST, K.C., for the vacancy in the International Court of Justice at The Hague has given rise to public criticism on the ground that he is a civil servant, and that his election would create an undesirable precedent. In fact, however, Sir CECIL HURST, as legal adviser to the Foreign Office ever since the war and one of the principal figures in League of Nations business, has filled a unique rôle in the civil service for years, his duties in regard to foreign affairs being closely akin to those of the Attorney-General in regard to the legal responsibilities of the British Government in general. It is true that the civil service post that will be laid down by Sir CECIL when he is elected by the League Assembly to one of the two vacant judgeships carries only about a third of the international judicial salary, which is £3,750 per annum with a pension, but in view of the eminence of his services to the State, that is no more a ground for criticising the nomination than it would have been the case of the distinguished diplomat who gave up his post as Permanent Under Secretary at the Foreign Office to become Ambassador in Paris. Sir CECIL has recently been arguing for this country before the Hague Court in the case of the territorial jurisdiction of the International Commission of the River Oder.

Several British Candidates.

THE ELECTION to vacancies on the Hague Court rests jointly with the League Council and Assembly. Nominations are not confined entirely to League States, and candidates have to be put forward for their distinction as international lawyers rather than as national representatives. Thus to the American judge Professor BASSETT MOORE succeeded the American lawyer-statesman Mr. C. E. HUGHES, and it is practically certain that in the same way the late Lord FINLAY will be succeeded by Sir CECIL HURST as the official British nominee, and the late French judge, M. WEISS, by the official French nominee, M. FROMAGEOT, the legal adviser to the French Foreign Office. There are about forty other candidates in the official list of nominations, but none of these are likely to be in the running, and some of them have obviously been put forward by foreign countries by way of compliment. Thus the British candidates include the following, all nominated by other countries than their own: Lords BUCKMASTER and HAILSHAM (ex-Lords Chancellors), Lord READING (ex-Lord Chief Justice), Lord HANWORTH (Master of the Rolls) (who as a law officer has himself been an advocate before the court), Sir LESLIE SCOTT, K.C., M.P., ex-Solicitor-General, Sir FREDERICK POLLOCK, K.C., perhaps the greatest living authority on jurisprudence, and Professor A. PEARCE HIGGINS, K.C. India has nominated separately Sir S. A. IMAM and Sir C. H. SETALVAD, and South Africa Justice Sir J. W. WESSELS and Sir E. DE VILLIERS, both eminent judges. Non elected candidates form a panel from which can be chosen *ad hoc* judges in special cases in which interested States do not happen to have a national as one of the permanent judges. The tenure of a Hague Court judge is nine years.

Praise from the Jury.

SIR ROBERT WALLACE, K.C., the learned chairman of the County of London Sessions, received last week, not for the first time if we recollect aright, a tribute from the jury to his fairness and kindliness towards the prisoners tried before him. This reads pleasantly enough, and everyone who knows Sir ROBERT at all will agree as to his fairness and kindliness; but when we read that the foreman added that "if many of the other judges in England would take a leaf out of his lordship's book there would be less crime in the country," we can only be amused at the confidence of a jury composed, presumably, of men and women with little practical experience of crime and penal methods in boldly asserting that methods which, though believed in by many, are a little distrusted by others whose opinion is not less weighty, would result, if generally adopted, in the reduction of crime. Not content with their compliment to the chairman, the jury added an encomium upon the police, which the chairman said was richly deserved. No doubt it was. The police deserve frequent praise, though occasionally they may deserve criticism. What seems so strange is that a jury, after observing the behaviour of the police during a limited number of trials, apparently anxious to discount recent reflections cast upon the police, should feel competent to offer an opinion without having much opportunity of judging the motives which might impel the police to act in any particular way towards the prisoner. The whole proceeding is rather naive. The jury acted, without a doubt, in all sincerity and moved by the fulness of its heart. But is this kind of superfluous praise of much value? Would it not be better for the jury to do its work and say nothing by way of compliment or criticism? A wise judge of the High Court, long years ago, declined to accept the praise of the jury, because, said he, if he acknowledged praise from one jury he might equally have to accept censure from another.

The Centenary of an Important Case.

It is a hundred years since the decision in the leading case of *Thomson* v. *Davenport*, 9 B. & C. 78, a case important enough to be included in "Smith's Leading Cases." The case dealt with the liability of an unnamed principal when discovered. Prior to 1829 it had been held (1) that, where an agent contracts for a named principal, the third party, by electing to give credit to the agent, cannot afterwards turn round and claim against the principal (*Addison* v. *Gandassequi*, 4 Taunt. 574, and *Paterson* v. *Gandasequi*, 15 East 62); and (2) that, where an agent contracts without even disclosing that he is an agent, the third party on discovering there is a principal may claim against that principal (*Paterson* v. *Gandasequi*, *supra*). But the law was still undecided as to the position where an agent contracts as an agent but without disclosing the name of his principal. In *Thomson* v. *Davenport* the plaintiffs (Davenport) had sold goods to M, who contracted with them as an agent but without disclosing the name of his principals. The plaintiffs debited M and made out the invoices to him. On the failure of M after delivery but before payment the plaintiffs, having discovered who they were, sued the real principals. Counsel for the defendants argued that the plaintiffs had elected to give credit to the agent, and therefore could not turn round against the principals. This was an argument which, if successful, would have effected a great change in commercial dealings. However, a strong court, consisting of Lord Tenterden, C.J., Bayley and Littledale, JJ., decided that the case came within the principle of the case where the agent contracts as principal, and the third party subsequently discovers the principals' existence, and that therefore the plaintiffs were entitled to succeed even although they had given credit to the agent. This principle has, of course, been since extended and refined, but the leading authority still remains *Thomson* v. *Davenport*.

Slaying upon Provocation.

The law as laid down by Mr. Justice Hawke, in *R.* v. *Uddin*, *The Times*, 14th September, is a little startling. Uddin was a native of India, a fireman on board a ship lying in the River Mersey. A fellow fireman threw a shoe at him, a deadly insult to a Moslem. Had Uddin thereupon slain his assailant there is authority for the proposition that this would be not murder, but manslaughter. Uddin, however, slew the aggressor next day, when certainly "sufficient cooling time for passion to subside and reason to interpose" had elapsed. Nevertheless, the judge directed the jury that they were entitled to find a verdict of manslaughter. Evidence was before the court that "to hit an Indian with a shoe was a defilement. An Indian's blood might be hotter in the morning than the night before, as he might have thought over the terrible consequences of being struck with a shoe and what might happen to him and his religion, and he might also imagine he was defiled not only in this world but the next." The jury, no doubt quite properly, were of opinion "that Uddin was so labouring under the provocation he received the night before that he was not responsible for the action." Upon their expression of this opinion the judge gave the direction, which, with all respect, we are questioning. Take the classic instance of the husband slaying a man found in the act of adultery with his wife. If the husband kill, directly upon the spot, the killing is manslaughter, but if he kill him later it is undoubtedly murder. Yet no grievance is more likely to fester and grow in bulk by pondering upon it. We submit that the judge lost sight of the true test, which is the element of surprise, the sudden overthrow of balance, the act following so swiftly upon the provocation that there is literally no time for premeditation. It is the absence of the malice aforethought which takes the deed out of the category of murder. Uddin's malice had grown and deepened by thought, and he slew with a knife. In English law his offence was murder. This is not to say that injustice has been done, or that there is nothing to be said for a modification of the law. Provocation so severe that the mere sight of the aggressor may revive it and drive its subject to the killing point puts his slaying into a different moral character from an offence such as cold-blooded murder for gain. Degrees of murder have to be recognised by those whose duty it is to advise His Majesty in the exercise of the prerogative of mercy, and they ought to be recognised by the law.

Outstanding Charges.

The Recorder at the Central Criminal Court a short time ago animadverted severely upon the Liverpool police in regard to their reported attitude as to "taking into consideration" outstanding charges. The case was one of bigamy, the bigamous marriage having been discovered in consequence of a prosecution by the poor law authorities for failing to maintain the lawful wife and children. The lesser charge was not proceeded with, the offender being committed for trial on the charge of bigamy. The accused said, and probably believed, that, at the expiration of his sentence for the felony, he would be re-arrested on the summary charge, and some colour was given to this allegation by the reported request of the Liverpool police that the neglect to maintain charge was not to be mentioned. This has been denied by the Chief Constable of Liverpool, who says that all the Liverpool police wanted was the return to them of the warrant. There really seems to have been a misunderstanding. The police throughout the country, we believe, are conversant with the pronouncements of the Court of Criminal Appeal upon this subject. Those pronouncements have been, more than once, the subject of Home Office circulars to the police. Our own experience is that instructions to bring to the knowledge of a convicting court all other matters outstanding against the accused are usually acted upon in letter and spirit. It has to be borne in mind that sometimes the court dealing with a case has not sufficient jurisdiction adequately to award punishment in respect of the offences mentioned. The right thing, then, is to inflict punishment appropriate to the offence before the court, and for immediate steps to be taken to bring the offender to book on the other charges. The expiry of his sentence need not be awaited. He can always be brought up from prison to be further dealt with. This procedure offers, of course, some difficulties, and is not one for frequent adoption, but anything is better than leaving a person undergoing one punishment in suspense as to the possibility of another. Moreover, cases tend to become "stale," and therefore difficult to present and adjudicate upon.

Committee on Domicile.

There is no more difficult problem to decide on the facts now-a-days than that of domicile, which is so frequently of importance in regard to the law and forum governing the matter in question. The principle of law has been fixed in England for many years past now, and it seems very simple, i.e., a man's domicile is the country where he has decided to live permanently and has already taken up his residence. The difficulty is for a judge to decide what was in a man's mind when he took up his residence in another country, and so far as the English courts are concerned they have constantly to interpret this principle of settlement *animo* and *facto* in the light of changing circumstances which are rendered more complicated by the ease with which people may travel from one country to another, living for a period in this and in that at their will. Yet important rights to property and status may be involved as, for instance, in probate matters, where the question is if a deceased person was domiciled in England, or in Scotland, where the *jus relictæ* still prevails, or, say, in Argentina, where the law as to community of goods prevails. It is unusual for a wife's petition for divorce to be defeated, where both parties are

British and the marriage was in England, on the ground that the husband has acquired a domicile of choice abroad, but such a petition was defeated for that reason in the case of *Horn* v. *Horn*, heard by Mr. Justice BATESON at the end of last term. In that case the wife had been granted a decree of judicial separation some years before, and upon that the husband acquired a new domicile in France, in whose courts the wife must now sue if she wishes to proceed further. The legal conception of domicile from both the British and the continental standpoints is lucidly discussed by Mr. W. S. JOHNSON in the *Canadian Bar Review*. In so far as it affects the matrimonial jurisdiction in the different countries of the world a committee of the International Law Association, of which Mr. BAYFORD, K.C., Recorder of Portsmouth, is chairman, is about to institute an inquiry with a view to making proposals for minimising the numerous anomalies and not a few hardships.

Judicial Separation.

THERE ARE still many people both in the profession and out of it who have grave doubts as to the supposed beneficial effect which judicial separation plays in doing complete justice. Those who advocate this method of settling matrimonial differences are, so it seems, greatly influenced by motives which can only be described as tending to obscure the real intent of our matrimonial laws, namely, to promote morality. The general proposition advanced for the retention of this doubtful remedy is that it enables persons who are married and who are frequently breaking the sacred vows of marriage to separate and live a lone life. It is here that there is a direct conflict with the principles on which English law is founded. Both in text-books and through the mouths of our judges we have been informed that in administering any form of justice regard must not only be had to the punishment of the offender and recompense to the aggrieved, but due consideration must be given to the ulterior effect on the general morals of the community. Our meaning can be best explained by taking a hypothetical case. A and B are living together as husband and wife. B, the husband, commits an offence against his wife which on seeking advice she finds merely entitles her to the inchoate remedy above referred to. Not wishing to cohabit with her husband any longer she sues for and obtains an order for judicial separation. To this extent no doubt she has achieved her primary object, namely, to be free from her pestilent husband. She is next confronted with a more serious problem, that of maintaining herself and her children in a condition suitable to her station in life. The amount awarded to her by the court is entirely insufficient for this purpose, and she has to think of a means to attain this second objective. The sages have said that necessity is the mother of invention, and so in order to augment her weekly income she resolves upon the idea of accommodating a lodger. As time goes on the seeds of affection take root, and she finds that she has a great love for her lodger, and would she be able to do so, would marry him, but owing to the position in which she has been placed by the machinery of the law she is unable to do so. As a consequence of the amorous feelings which have arisen between these two persons, and as a result of their transgressing against the dictates of morality, a child is subsequently born. It must be as clear as crystal from what has been said that the law which was expressly enacted with a view to establishing morality has failed, and instead of bettering the position of the subject has tended to increase immorality which it was primarily intended to obviate. Had the machinery of the law allowed the wife to obtain a divorce on the same grounds in all cases as those which entitled her to a judicial separation she would then have been able to marry this person whom the hand of Nemesis has thrown into her path of life. Then, no doubt, complete justice would have been done, and the evils above alluded to would never have arisen.

Criminal Law and Police Court Practice.

UNCALLED WITNESSES.—What to do about a witness who seems, on the face of it, to be one's own witness, but whom one would rather not call, is a problem that has confronted most advocates. Obviously, no one wishes to tender a witness in whom he does not believe; and one's duty to call every witness who can help in elucidating the truth is no whit furthered by the production of a witness whose testimony may be tainted through self-interest or other cause.

A case recently reported by the *Newcastle Evening World* illustrates the point. The licensee and the manager of a hotel were summoned for various offences against the licensing law, including that of supplying liquor after hours to three men, one of whom was said to have been a constable in plain clothes off duty. In the end the cases were dismissed. The defending solicitor protested upon learning that the policeman was not being called for the prosecution, as he had to appear before the Watch Committee for disciplinary action. "Here was a police constable," he is reported as saying, "who knew all about the case and they were not calling him. It looked as if the police were out for a conviction at any price." The Chief Constable retorted: "No, no! If you want the man as a witness for the defence, he is in court now. Get him."

The position was one of some difficulty. Obviously, the defence would hardly care to risk calling as a witness a police officer from whom no proof had been taken and who might give evidence damaging to the defence. Equally, the prosecution, if they believed the constable to have been guilty of improper conduct (we say "if" advisedly, not knowing exactly what took place), would perhaps prefer not to put him into the box to confess to it or to be tempted to prevaricate.

On the whole we think the right line was taken in having the man present so that he could be called, but in refraining from putting him into the box as if he were an ordinary witness for the prosecution. Equally, the defence were entitled to comment on his absence from the box, and to exercise their own discretion about calling him for the defence. The court, of course, would have been within its rights in calling him on its own initiative if it had thought fit; and for this reason, if for no other, it was proper that the responsible police authority should see that he was in attendance.

JURY SPECIALISATION—A recent correspondent of *The Times* was foreman of a jury which had to try a case of fraud in relation to income tax, with "large columns of statistics of figures over a period of some years and involving very complicated figures" (the English of the phrase might be better, but it is not ours), and he "cordially agreed" with a woman member of the jury who thought the case was not one which women ought to try. But why not? Ability to understand figures is not a male monopoly. There are quite good women accountants, and a woman has been known to head the mathematics list at Cambridge. But, reading on, one discovers the objection is not to the woman as such, but as a person of "no financial training." Indeed, the writer expressly says: "I am not in any way discriminating between men and woman jurors." What he really wants is a specialist jury in accounting cases. But we could not stop there. We should be pushed into specialist juries for shipping cases, railway cases, chemical cases. We should gain something, but lose infinitely more. The jury has many drawbacks. Its one great merit is that it is a body of ordinary men and women trying their fellows. Of course, if they are unintelligent they are not fit for their job. But we have met even unintelligent accountants, and, let it be whispered, unintelligent counsel and judges. That is really the rub. If counsel has mastered his case he can, however complicated it be, explain it to a jury. If a judge has attended to the evidence he ought to be able to sum up so that the issue is sun clear to the twelve good men and women.

The Landlord and Tenant Act, 1927

THE RIGHT TO COMPENSATION FOR IMPROVEMENTS.

By S. P. J. MERLIN, Barrister-at-Law.

I.

One of the striking features of the litigation which has ensued since the Landlord and Tenant Act 1927 came into operation on Lady Day, 1928, is the small number of claims which tenants of business premises made during the first year in relation to their rights to make improvements in their holdings. Having regard to the widespread agitation for this part of the Act, which preceded it, one would have expected that during the time when the Bill was before Parliament, and while its enactment was a foregone conclusion, an accumulation of schemes for improvements would have been prepared for launching so soon as the Act was in force.

In actual figures, the number of notices served by tenants during 1928, in connexion with claims to make improvements, was probably not more than 5 per cent. of the number served in connexion with claims relating to compensation for goodwill or to new leases.

Recently, however, this surprising disparity has begun to disappear, many claims are now being formulated, and it is possible that in future, as the provisions of the Act enabling tenants of business premises to make all proper and suitable improvements in their holdings become better known and appreciated, it will disappear, in great part, if not altogether.

In its title this statute is defined as: "An act to provide for the payment of *compensation for improvements* and goodwill to tenants of premises used for business purposes, or the grant of a new lease in lieu thereof."

What is even more valuable (to many tenants who hold under long leases) than the said right to compensation is the right which is contained in the Act, although not mentioned in the title, to make all proper improvements notwithstanding covenants in the lease, and whether the landlord is agreeable or otherwise. That is to say, tenants of old-fashioned business premises, badly constructed for modern business requirements, are now enabled, provided they follow the procedure of the Act, to effect—speaking generally—any improvement which is reasonable and suitable to the character of the premises.

The provisions relating to improvements are contained in the first three sections of the Act. Section 1 deals with the tenant's right to compensation for improvement. Section 2 contains the limitation on the tenant's rights, and s. 3 gives the landlord a right of objection in certain cases.

There is no definition in the interpretation section or otherwise specifying what is an "improvement" within the meaning of the Act, although it is expressly provided that it includes the "erection of any building" (s. 1). As examples of undoubted "improvements" the following may be mentioned: Modern shop fronts in place of old, garages in lieu of stables, lifts, etc. Indeed, any suitable alteration or installation which improves the premises as business premises, and is a lasting improvement, will probably be allowed and certified as such by the tribunal whenever the same comes before it for determination.

Procedure by Tenant.

Where a tenant proposes to make an improvement on his holding he must serve on his landlord a formal notice of his intention to make such improvement, and with such notice, he must serve a *specification and plan showing the proposed improvement*, and the part of the existing premises affected by the proposed improvement. If the landlord objects to the tenant's proposals he must, within three months after the service of the notice and plan, serve on the tenant a formal notice of objection, whereupon the tenant can then apply to the tribunal for a certificate that the improvement is a proper improvement. When the matter thus comes before it the tribunal *may*, after ascertaining that notice of such intention has been served upon any superior landlords interested, and after giving such persons an opportunity of being heard, if satisfied that the improvement:—

(*a*) is of such a nature as to be calculated to add to the letting value of the holding at the termination of the tenancy; and

(*b*) is reasonable and suitable to the character thereof; and

(*c*) will not diminish the value of any other property belonging to the same landlord, or to any superior landlord from whom the immediate landlord of the tenant directly or indirectly holds:

and after making such modifications (if any) in the specification or plan as the tribunal thinks fit, or imposing such other conditions as the tribunal may think reasonable, certify in the prescribed manner that the improvement is a proper improvement.

Where a tenant serves the above-mentioned notice it would be advisable for the plan to show the adjacent parts of the existing premises affected by the proposed improvement in one colour, and the improvement itself in another colour. Where the desired improvement is reasonable and suitable, and its nature clearly indicated on the plan, it will be less likely to arouse objection, and in any event will tend to save misunderstanding and consequent unnecessary applications to the tribunal.

It has to be noticed that the tenant's immediate landlord is given a period of three months in which to decide whether he will allow or object to the proposed improvement. This would appear a long time, but it was appreciated that in cases of many properties there would be several persons standing in the relation to each other of lessor and lessee, and that each of these lessees would have to pass on the notice to his lessor, "up the ladder," to the ground landlord. And under s. 8 of the Act each mesne landlord has the right to compensation from his immediate landlord in like manner as his tenant has against him, provided he has observed the procedure set down in the said section.

When the tribunal is considering whether the improvement is reasonable and suitable to the character of the holding it must have regard to any evidence brought before it by the landlord that the improvement is calculated to injure the amenity or convenience of the neighbourhood. This provision may cover such cases as those relating to licensed premises of various kinds, as well as those improvements which are out of place or objectionable, on any reasonable ground, to the general scheme of town planning or estate management followed by the landlord.

To sum up, the position is this, that a tenant may now, if he proceeds duly under this Act, become lawfully entitled, as a general rule, to do whatever improvements he desires to effect, and to be paid so much of their value as remains unexhausted, at the end of his term, notwithstanding any express covenants or conditions to the contrary agreed to by him in his lease. And this relates in the main to current as well as to future leases.

Putting it the other way, it can be said that a landlord may be liable (if the tribunal certifies them) to submit to improvements to which he objects, which are expressly forbidden by the lease he has granted, which are not suitable to other users, for which he cannot afford to pay, yet when the lease expires he can be compelled to pay for these improvements, unless he is willing to grant a new lease in lieu of his liability therefor.

On the other hand, by sub-s. (5) of s. 3 it is quite clear—and this is a great safeguard to the landlord—that a tenant is not entitled by this Act to make improvements as and when he likes informally, and without the knowledge or consent of the landlord, or the certification of the tribunal, and then proceed at the end of his lease to claim for such unauthorised improvements. Unless the tenant proceeds strictly under the provision of this Act he gets no compensation, and remains subject to the old law in respect of such matters.

By sub-s. (6) of s. 3, where a tenant has executed an improvement he may require the landlord to furnish him with a certificate that the improvement has been duly executed. This sub-section was necessary to ensure that the tenant may be able to obtain reliable evidence of the execution of an improvement at the time it is executed, so that it shall be available to him or his successor when a claim is afterwards made. The claim in most cases will be made years after the improvement is completed, and in the absence of some evidence such as would be furnished by this certificate, both the landlord and the tenant might be put to considerable expense to prove the facts. It would be advisable for both parties to keep their copies of the plans, specifications, estimates and receipts, with the certificate, for use at the eventual hearing.

(To be continued.)

Liability of Innkeepers and Others for their Guests' Property.

By C. C. ROSS, Barrister-at-Law (Author of "Law Relating to Innkeepers" *),

It often happens that about the time of the summer holidays members of the legal profession are approached for advice by persons who have lost property at hotels, "pensions," boarding-houses, etc., where they have been spending their holidays. In such cases it is often difficult for the lawyer to decide (*a*) whether the house at which his client has been residing is an inn or some other sort of establishment, and (*b*) how far the keeper of such establishment is liable. As to the first, it may be said that most persons who are on holiday stay either at an "inn" or at some sort of boarding-house.

Now it has always been a matter of considerable difficulty to decide what an inn is. The statutory definition given by the Innkeeper's Act, 1863 (c. 41), s. 4, is of little use, and probably the best definition is that given in *Calye's Case* (1584), 8 Co. Rep. 32a, where an inn is described as a house instituted for passengers and wayfaring men, and an innkeeper as a person whose business it is to entertain such persons and to provide lodging and entertainment for them. It follows that persons who come to such an inn merely to drink or otherwise amuse themselves cannot be reckoned as guests, and a mere refreshment bar is not an inn (*R.* v. *Rymer* (1877), 2 Q.B.D. 136, C.C.R.). The supply of intoxicating liquors is not necessary to render the house an inn (*Cunningham* v. *Philp* (1896), 12 T.L.R. 352), but if the keeper of the house reserves a right to pick and choose his guests and exercises such right he is, generally speaking, not an innkeeper, and his house not an inn: see, however, *Bower* v. *Milcrest* (1922) 11 L.J. (c.c.) 50. To be an inn, a house need not possess stables or other sort of accommodation for the traveller's vehicles or horses (*Thompson* v. *Lacey* (1820), 3 B. & Ald. 283, 286, 287), but probably no house would be held to be an inn which did not provide sleeping accommodation. Finally, it may be said that although the actual name by which a house is called is not necessarily material, for in order to learn the character of a house "we must look to the use to which it is applied, and not merely to the name by which it is designated" (*Thompson* v. *Lacey*, *supra*, at p. 286); nevertheless if a house is known as an inn or as an hotel, it is evidence that the proprietor is willing to entertain all comers to the best of his ability, and this is one of the chief characteristics of an inn.

The keeper of a boarding-house is not an innkeeper, even though his house may be called an hotel. Many so-called residential hotels are merely boarding-houses. So are most "pensions." At a boarding-house a guest may have the use of certain rooms in common with others, his own bedroom, his board, and the attendance of servants, in exchange for an agreed periodical payment, but this does not make the boarding-house an inn (*Dansey* v. *Richardson* (1854), 3 E. & B. 144, at p. 157).

An important thing to remember is that to become a guest at an inn, a person need not stay the night or even take a room. It is sufficient if he partakes of refreshment at the hotel while on his way from one place to another (*Orchard* v. *Bush & Co.* [1898] 2 Q.B. 284).

Now what is the extent of the innkeeper's liability for the goods of his guests? At common law an innkeeper is an insurer, and if the goods of a guest are, without any negligence on the part of the guest, lost at his inn, the innkeeper is liable for their value. The extent of his liability is well put by Lord ESHER, M.R., in *Robins & Co.* v. *Gray* [1895] 2 Q.B. 501, 503, 504, where he says: "The duties, liabilities and rights of innkeepers with respect to goods brought to inns by guests are founded, not upon bailment, or pledge, or contract, but upon the custom of the realm with regard to innkeepers. Their rights and liabilities are dependent upon that, and that alone, they do not come under any other head of law. . . . Then the innkeeper's liability is not that of a bailee or pledgee of goods; he is bound to keep them safely. It signifies not, so far as that obligation is concerned, if they are stolen by burglars or by the servants of the inn, or by another guest; he is liable for keeping them safely unless they are lost by the fault of the traveller himself. An innkeeper cannot negative his liability for the safe custody of the goods of a guest by proving that there was no negligence on his part (*Butler & Co. Ltd.* v. *Quilter* (1900), 17 T.L.R. 159), nor can he by informing the guest that he cannot be responsible for any goods not put under lock and key (*Harland's Case* (1641), Clay 97; *Mitchell* v. *Woods*, (1867), 16 L.T. 676). A guest is apparently under no obligation to ask for a key to his room (*Vicars* v. *Arnold* (1914), 30 W.L.R. 70), nor to lock his door if a key is provided (*Filipowski* v. *Merrywcather* (1860), 2 F. & F. 285). An innkeeper is liable for the loss of vehicles or horses belonging to his guests, even if they are not on the premises of the inn, provided they are placed where they are with his permission or that of his servants (*Aria* v. *Bridge House Hotel (Staines) Ltd.* (1927), 137 L.T. 299). The whole matter is perhaps best stated by POLLOCK, C.B., in *Morgan* v. *Ravey* (1861) 6 H. & N. 265, 277, where he says: "We think that the cases show that there was a defect in the innkeeper wherever there is a loss not arising from the plaintiff's own negligence, the act of God or the Queen's enemies." As to how far the guest's negligence absolves the innkeeper from liability, reference is probably best made to the judgment of WILLES, J., in *Oppenheim* v. *The White Lion Hotel Co.* (1871), 25 L.T. (N.S.) 93. If the guest demands and is given possession of a room for the purpose of a shop or warehouse, he exonerates the landlord from any loss he may sustain in the property which he keeps in that apartment. But if he has not an exclusive possession, the landlord is liable (*Farnworth* v. *Packwood* (1816), Holt, N.P. 209). Moreover, the innkeeper is not liable if the goods are stolen by the servant or companion of the guest (*Calye's Case*, *supra*).

The common law liability of innkeepers remains unaltered as regards goods of under £30 in value. But as regards goods worth more than £30 the innkeeper is not now liable (except as regards horses and vehicles), unless the goods have been stolen, or injured through his wilful act, or by his default or neglect (*Squire* v. *Wheeler* (1867), 16 L.T. 93); or unless they have been deposited expressly for safe custody with him; or unless he refuses to so receive them; or unless the guest is unable to deposit them through the innkeeper's fault (Innkeepers Liability Act, 1863 (c. 41), ss. 1-3). Moreover, the innkeeper cannot take advantage of the Act unless he causes a copy of s. 1 to be exhibited in a conspicuous part of the hall

* The Solicitors' Law Stationery Society, Limited. Price 6s. 5d. post free.

or entrance to his inn (*Hodgson* v. *Ford & Sons* (1892), 8 T.L.R. 722, C.A.). A material misprint in the notice will invalidate it (*Spice* v. *Bacon* (1877), 2 Ex. D. 463, C.A., 25 W.R. 840, C.A.), Goods will not be considered to have been placed in safe custody unless the guest expressly requests that this shall be done (*Moss* v. *Russell* (1884), 1 T.L.R. 13, C.A.).

It remains to be considered what persons are guests and when they cease to be so. It is not necessary that a person should be a traveller in the strict sense of the term in order that he should be considered as a guest (*Drope* v. *Thaire* (1626), Lat. 126), nor, as we have already seen, that he should stop the night (*Orchard* v. *Bush & Co., supra*). The question whether a person has ceased to be a traveller is a question of fact (*Lamond* v. *Richard and the Gordon Hotels, Ltd.* [1897] 1 Q.B. 541, 545, 45 W.R. 289, C.A.), though the length of time that a guest has stopped at the inn is a material ingredient in determining whether or not the guest has ceased to be a traveller. But "in the absence of an express or an implied arrangement whereby a visitor at an hotel resides at the hotel in some different capacity from that of other and ordinary visitors, an hotel-keeper cannot set up against such visitor that he has ceased to be responsible as an innkeeper for the loss of his guest's goods . . . even though the visitor has been so long at the hotel that the hotel proprietor could refuse to keep him any longer" (*Chesham Automobile Supply Co., Ltd.* v. *Beresford Hotel (Birchington), Ltd.* (1913), 29 T.L.R. 584, per LUSH, J., at p. 285). On this point the judgment of EARLE, C.J., in *Allen* v. *Smith* (1862), 12 C.B. (N.S.) 638, 11 W.R. 440, is also of interest.

If a man arrives at an inn with the intention of spending a night there, but alters his mind and leaves without even partaking of refreshment there, he is not a guest (*Strauss* v. *County Hotel, Ltd.* (1883), 12 Q.B.D. 27, 32 W.R. 170.). And once a guest has left the inn without the intention of returning as a guest, he ceases to be a guest from the moment he quits the inn, and the innkeeper's liability ceases (*Medawar* v. *Grand Hotel Co.* [1891] 2 Q.B. 11; *Portman* v. *Griffin* (1913), 22 T.L.R. 225, D.C.

While the innkeeper is, as we have seen, an insurer, a boarding-house keeper is not bound to keep a guest's baggage safely, to the same extent as an innkeeper, but he undertakes, though nothing is expressed, to take due and proper care of a guest's baggage (*Dansey* v. *Richardson, supra*). The extent of the liability is well set out in *Scarborough* v. *Cosgrove* [1905] 2 K.B. 805, 54 W.R. 160, where COLLINS, M.R., remarked: "I think there is a fallacy in the suggestion that, because a boarding or a lodging-house keeper does not come under the full liability, he is exempt from all obligation to take care. . . . The general control of the house must be in the keeper. By the nature of the arrangement itself the custody of the lodger's effects must be in him when the lodger is not in his room, and the consideration paid ought as a matter of business to secure some protection for the lodger where the ordinary conditions to which he is expected to conform put it out of his power to look after his effects himself. I can see no reason why there should be a presumption of immunity in his case from the common duty of a person accepting a charge to exercise at least ordinary care; *a fortiori* where he undertakes it for reward. The guest and the baggage are both in a house of which he has control, and his obligations to both of them arise in the same way out of the relation itself."

AUTUMN ASSIZES.

The following have been fixed as Commission days of the Autumn Assizes on the North-Eastern Circuit: Newcastle, 31st October (Civil and Criminal); Durham, 11th November (Criminal only); York, 19th November (Criminal only); Leeds, 26th November (Civil and Criminal). In addition, divorce causes will be taken at all the towns. Mr. Justice Hawke will travel the whole of the circuit, and will be joined at Leeds by Mr. Justice Branson.

Juries in Criminal Cases.

SOME colour is lent to the modern complaints levelled at the antiquity of grand juries by their somewhat amusing qualifications. It is not proposed to enter into the details of the legal requirements of a grand juror, but some of the more striking points will suffice. It appears that no qualification is necessary at the assizes, but at quarter sessions, which, it may be remembered, are inferior courts, a grand juror must be between twenty-one and sixty years of age. Here is matter for those engaged in the controversy over the retiring age of judges—many will have it that a man is more experienced and better qualified to judge of human affairs at the age of seventy and more. Among other matters, they must also be the possessors of freeholds (or prior to the new property acts copyholds), or of rents issuing thereout to the annual value of £10. And the unfortunate juror who does not possess such property, or is not a householder rated as required, must occupy a house blessed with at least fifteen windows. This is by virtue of the Juries Act, 1825. A grand jury must consist of not less than twelve, and not more than twenty-three persons, twelve of whom must be unanimous in order to find a true bill. A petty juryman requires the same qualification as a grand juryman, and, of course, women may be jurors, since the Sex Disqualification (Removal) Act, 1919. The grounds of exemption from jury service are various, but, like the right to vote at elections, the liability to serve is conclusively determined by the Jurors Book. The qualification of a special juryman is laid down by the Juries Act, 1870, and every man who is legally entitled to be called an esquire, or a person of higher degree, or a banker or merchant, or has certain other possessory qualifications, may be a special juror. But a special jury is only obtainable in the King's Bench Division, and not at assizes or quarter sessions. Nor can there be a special jury in cases of treason or felony (Juries Act, 1825). There appears to be no rule that a jury should be mixed, but it may consist altogether either of men or women. As to the right of challenge, peremptory challenge may be passed over, and challenges for cause considered. If the whole jury is prejudiced owing to some patent partiality of the sheriff, or if the sheriff is less directly prejudiced, the prisoner may challenge to the array. If the other party opposes the challenge two "triers" decide whether the jury is impartial or no, otherwise a new jury must be obtained. The jurors are also liable to be challenged individually. Thus, if a juror is a peer where the prisoner a commoner, or is unqualified, biased, or has been convicted of a crime, he may be challenged, and his suitability determined by "triers." A large number of challenges may clear the panel altogether, so that a new panel must be returned. A strange point is that, unless the warrant of the Attorney-General is obtained, no "tales" can be awarded in criminal cases, although it can in civil cases, as was humorously shown in a well-known "forensic fable." When the jury retire to consider their verdict—it is not, of course, essential for them to retire if they have made their decision—they should be committed to the care of a bailiff sworn to keep them in private, and not to converse with them, nor suffer any other person to have access to them (*Rex* v. *Willmont*, 30 T.L.R. 499). If they wish for a fire or refreshment they must pay for it (Juries Act, 1870). Nevertheless, the jurors may be allowed to separate in any trial except murder, treason, or treason-felony, and even then an emergency may excuse a juror. In *Crippen's Case* it was held that where a juror leaves the court through illness, and in charge of an unsworn usher, the trial was not rendered invalid, but if the juror leaves the court's control, and is in a position to converse with others, a new trial will be necessary (*Rex* v. *Ketteridge* [1915] 1 K.B. 467). So, also, if a juror is impersonated (*Rex* v. *Wakefield* [1918] 1 K.B. 216). A useful provision was introduced by the Criminal Justice Act, 1925, which enables the court to continue the trial after the discharge of a juror, if the prosecutor and accused consent

and if the number of jurors does not fall below ten (s. 15). With the declaration of their verdict the functions of the jury cease, but the judge may not always accept their first verdict. He may direct them to reconsider their decision, and their final determination will constitute the actual verdict.

A Conveyancer's Diary.

Lost or Destroyed Documents of Title.

The fact that a document of title which ought to be produced to a purchaser under a contract for sale of land cannot be found is not a fatal objection to the title, but the vendor must discharge certain obligations which are thrown upon him.

In the first place the vendor must prove that the document has been destroyed or lost.

Generally actual destruction will not be easily proved except in the case of fire. The more common case is where a document has been lost. This may be proved by a statutory declaration showing that a search has been made in all places where it might reasonably be expected to be but without result. The efforts made to find the document should be set out with sufficient particularity to make it clear that every reasonable search has been made but not necessarily every possible search (*Hart* v. *Hart* (1841), 1 Hare 1).

Having proved that the document has been destroyed or lost, the vendor may then adduce secondary evidence of its contents and of its due execution.

A recital of the missing document or an abstract may be sufficient secondary evidence, especially if supported by some evidence of the preparation thereof, as by verified extracts from the books of the solicitors who prepared the document showing charges made for the preparation and execution of the document (*Moulton* v. *Edmonds* (1859), 1 De G. F. & J. 246). It is not possible to say what will or will not be sufficient secondary evidence in any particular case. Each case depends upon the circumstances. It is, however, essential that there should be some evidence both of the contents and of due execution (*Bryant* v. *Busk* (1827), 4 Russ. 1). An examined abstract may be sufficient, the circumstances of its preparation and examination being explained (*Moulton* v. *Edmonds, supra*).

The evidence should be the best that is obtainable and "ought to be clear and cogent so that the purchaser may maintain his title against all those who may attack him when he is in possession and so that he may pass on the title in the ordinary way in the market to a purchaser or to a mortgagee" (per Chitty, L.J., in *Re The Halifax Commercial Banking Co. Ltd. and Wood* (1898), 79 L.T. 536, at pp. 539–540).

Oral evidence may be admitted as secondary evidence of the contents of lost or destroyed documents, or, in short, any evidence tending to show what the contents were (see *Doe d. Gilbert and Others* v. *Ross* (1840), 7 M. & W. 103). The actual execution of the document may be more difficult of proof than the contents. The same rules, however, apply to both. The execution may be proved by showing that the solicitors concerned had charged for obtaining execution (*Moulton* v. *Edmonds, supra*); although that in itself might not be sufficient unless there were other circumstances making the fact of the execution reasonably certain.

Once the fact of the due execution of a deed has been established it will be presumed that it was properly stamped: *Hart* v. *Hart, supra*.

It will be seen that the task of a vendor who is not in a position to produce all the deeds is by no means an easy one. First, the destruction or loss must be established by evidence rendering such destruction or loss reasonably certain; then the contents of the document must, with equally reasonable certainty, be shown, or at least sufficient of the contents, to serve the purpose for which the production of the document is required; and lastly, the execution of the document must be proved by evidence, which, although not direct proof, is sufficient to render the fact of execution reasonably sure.

Landlord and Tenant Notebook.

Landlord and Tenant Act, 1927—Summary of Decisions.

It is proposed in this and succeeding articles to review the case law on landlord and tenant as contained in the more important decisions given during the last legal year.

For this purpose it would be convenient to group these cases into four separate divisions and to deal first with decisions affecting the general law of landlord and tenant; secondly with decisions under the Rent Restrictions Acts; thirdly with decisions under the Landlord and Tenant Act; and lastly with decisions under the Agricultural Holdings Act, 1923.

(1) Decisions affecting the General Law of Landlord and Tenant.

As regards decisions affecting the general law of landlord and tenant, particular attention is directed to the cases of *Iveagh* v. *Harris*, 45 T.L.R. 319, *Davies* v. *Property and Reversionary Investments Corporation Ltd.*, 45 T.L.R. 434, and *Smart Bros. Ltd.* v. *Holt*, 45 T.L.R. 504.

Iveagh v. *Harris* deals with the jurisdiction of the courts to stay proceedings which have been taken to enforce a restrictive covenant, in order to enable an application to be made to the authority constituted under s. 84 of the Law of Property Act, 1925, for the discharge or modification of the restrictive covenants complained of.

Section 84 of the Law of Property Act, 1925, it will be remembered, confers on leaseholders in certain circumstances the right to have restrictive covenants discharged or modified and it is provided by sub-s. (9) of that section that "where any proceedings by action or otherwise are taken to enforce a restrictive covenant, any person against whom the proceedings are taken may in such proceedings apply to the court for an order giving leave to apply to the authority under this section and staying the proceedings in the meantime."

In *Iveagh* v. *Harris* the landlord brought an action to recover possession of certain premises of which the defendant was tenant, the landlord claiming that he was entitled to a forfeiture on the ground that the tenant had committed a breach of covenant against sub-letting without licence or consent. There was apparently no claim for damages. The question therefore arose whether such proceedings were in the nature of proceedings to enforce a restrictive covenant so as to entitle the defendant to have the action stayed in order that an application might be made to the authority for the discharge or modification of the particular covenant. Mr. Justice Eve, however, held that the action was not one to enforce a restrictive covenant, and that therefore no stay could be granted.

It would have been otherwise however had there been any claim for damages, and had the plaintiff claimed an injunction to prevent the defendant from committing any further breach of the covenant.

The case of *Davies* v. *Property and Reversionary Investments Corporation Ltd.*, deals with the question of the proper form of notice for distress for rent. The notice in this case, after setting out *nominatim* certain specified articles, continued: "and also other goods upon the premises (unless specially exempt) sufficient to satisfy the amount of this distress and expenses." It was held that the notice was bad as to goods not specified *nominatim* therein, and that the sale of such goods was illegal.

The Divisional Court followed the case of *Kerby* v. *Harding*, from which case they were of opinion that the former was indistinguishable. In *Kerby* v. *Harding*, the notice, after specifying certain particular chattels, went on as follows: "and all goods and chattels and effects on the said premises that may be required in order to satisfy the above rent, together with all the expenses," and it was held that the notice was bad.

The law on the point may best be stated in the language of Baron Parke, who said: "The statute (i.e., 2 W. & M. sess. 1, c. 5, s. 2) clearly requires some notice of the taking, and we think according to the reasonable construction of the statute, the notice ought to inform the tenant or the person whose effects are taken, by expressing what are the goods taken and also what is the amount of the rent in arrear."

A general notice it seems, therefore, can only be good when it is intended to embrace every single article on the premises, and this appears to be the basis of the decision in *Wakeman* v. *Lindsey*, 14 Q.B. 625, but if the notice leaves uncertain what goods are to be taken then the notice is to be regarded as a bad one.

(*To be continued.*)

Our County Court Letter.

THE TERMINATION OF WORKMEN'S COMPENSATION.

(*Continued from* 73 Sol. J., *p.* 295.)

II.

The decision of the House of Lords in *Anchor Donaldson Limited* v. *Crossland* [1929] A.C. 297, was considered in the recent case of *Woodrow* v. *Trawlers (White Sea and Grimsby) Limited*, at Lowestoft County Court. The applicant claimed an injunction to restrain the respondents from discontinuing the payment of 30s. a week compensation from the 17th May, on which date a medical certificate was given that he was fit for work, whereupon compensation had been stopped without any notice under the Workmen's Compensation Act, 1925, s. 12. The applicant contended that he was not yet fit to resume work as a deck hand, and proceedings were commenced which were not due to be heard until July, but in the meantime he had had to apply to the guardians for food for his wife and three children. Medical evidence was given to the effect that the applicant was only fitted for light work, although this was not mentioned in the panel certificate—the only one the doctor could issue in the circumstances—but it was contended that the compensation should have been continued on receipt of the doctor's report. His Honour Judge Herbert Smith pointed out that (1) it had been held in the first-named case, *supra*, that an employer who stopped compensation without an order of the court could be made to continue payments until an order was issued authorising their cessation; (2) although he had previously stated that he would grant an injunction in such cases, he should have said that he would grant an interim award, and he would permit the application to be amended accordingly. It was objected on behalf of the respondents that (*a*) there was no jurisdiction to entertain the application or to make an award, as the termination of compensation was justified by the medical certificate, and (*b*) the first-named case, *supra*, applied only to Scottish procedure and had recently not been followed at a county court on another circuit. His Honour held that the respondents were not prejudiced by the amendment, and made an order for payment of 30s. a week until the trial, the costs being reserved, and any interim appeal not to affect the arbitration.

THE CONTRACTS OF UNINCORPORATED BODIES.

(*Continued from* 73 Sol. J., *p.* 380.)

II.

In the recent case of *Birchall* v. *Roberts and Others*, at Liverpool County Court, the plaintiff claimed damages for wrongful dismissal against the East Toxteth Divisional Liberal Association. The plaintiff's case was that he was first appointed as organising secretary in January, 1929, at a salary of £3 weekly until after the General Election, and that his appointment was confirmed by the committee of the association. The defendants dismissed the plaintiff on or about the 6th May, 1929, and he claimed £9 as the balance of wages due to the date of the General Election, and £25 for loss of emoluments and perquisities. The defendants' case was that before the General Election they became dissatisfied with the plaintiff, as he was incompetent for the work, but he was retained in view of the possibility of his doing harm to the defendants' cause if dismissed. His Honour Judge Thomas observed that the plaintiff was a recent convert from Conservatism, and the peculiarity of the case was, though the plaintiff had offered to work for nothing, remuneration was forced upon him, as the defendants would not have a man without pay, and the contract was therefore entered into. Although the plaintiff was found incompetent, he was retained through a bye-election, and for the General Election, and his dismissal before that event was not justified. Judgment was therefore given for the plaintiff for £9, with costs on that amount.

Practice Notes.

EXCESSIVE SPEED IN HARBOURS.

Whatever may be the position elsewhere, ample provision already exists on the Tyne for dealing with the above nuisance, as shown by two recent cases at Newcastle. The pilot and master of the s.s. "Rota" were charged with (1) having navigated at a higher speed than was permissible under the bye-laws, (2) having caused a swell which endangered other craft. The Chief Constable of the River Police stated that the average speed was from 9 to 10 knots (the legal limit being 6 knots) and at Howden Bay a swell was caused which rocked other vessels, while the police boat was nearly capsized, and the lamps fell out of the lockers. The pilot admitted the first charge, but his defence to the second was that (1) some of the vessels were insecurely moored, (2) modern ships cause some swell at all speeds, owing to the build and the luff of the bow, (3) while the land police warned motorists, the river police warned no one as to travelling at excessive speed. The master's defence on each summons was that he was not responsible, as the pilot was in charge, and the magistrates dismissed the cases against the master, but fined the pilot 40s. in each case—the maximum penalty being £20. In another case the pilot and master of the s.s. "Royston" were charged with failing to stop in obedience to orders of the river police, who had hoisted in their boat a red flag showing "Stop" in white letters. The defendants' vessel was then 200 yards upstream from the police boat, which was itself 500 yards west of a shipyard, from which H.M.S. "Antelope" was about to be launched, but the defendants failed to stop the "Royston" until she was opposite the ways, and the launch had to be postponed. The pilot, who had been twenty-one years on the river, contended that the police boat's flagstaff was broken, that no red flag was shown, and that he did not receive sufficient warning to bring up the ship. The master pleaded "not guilty," on the ground that the pilot was in charge, and the case against the master was dismissed, but the pilot was fined £5.

Books Received.

Lushington's Summary Jurisdiction (Separation and Maintenance) Acts, 1895 *to* 1925. Third Edition. B. A. Collington, Chief Clerk of the Clerkenwell Police Court. Crown 8vo. pp. xl and (with Index) 279. 1929. London: Butterworth & Co. (Publishers), Ltd. 12s. 6d. net.

Elements of the Law relating to Vendor and Purchaser. In four parts: (i) Law of Contract; (ii) Sale of Goods; (iii) Sale of Land; and (iv) Sales under Special Powers. David Bowen, F.R.G.S., M.I.Min.E., of Lincoln's Inn, Barrister-at-Law. Second Edition by N. E. Mustoe, M.A., LL.B., of Gray's Inn, Barrister-at-Law. (Authorised by the College of Estate Management as one of its series of Text-Books.) Demy 8vo. pp. lxxxviii and (with Index) 512. London; The Estates Gazette, Ltd. 17s. 6d. net.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Agricultural Holdings Act, 1923—Demand of Arbitration as to Rent—Neglect of Landlord to agree within a Reasonable Time.

Q. 1723. My client is yearly tenant of a farm, the rent being payable 6th April and 14th October, and the tenancy being terminable 6th April in any year. Early in February of this year my client gave twenty-one days' notice to his landlord under s. 12 (3) of the Agricultural Holdings Act, 1923, demanding arbitration as to rent. The notice was not complied with within the time stated, and for several weeks after, but an arbitrator was ultimately appointed, apparently with the consent of the tenant, and the arbitrator inspected the farm on 22nd May, but his award has not yet been seen by the tenant. The tenant now wishes to leave the farm on the 6th April, 1930, whether or not his rent is reduced, as he is thinking of purchasing another farm. Will you please say what you consider his legal position is, and if he can quit on the 6th April, 1930, whether or not the rent is reduced, and if so, what steps he should take or what notice he should serve on his landlord. The Act does not appear to make the position quite clear, and I have not been able to trace any cases on the point. If the landlord had complied with the tenant's notice, and the arbitration had been proceeded with without delay, the award should have been out before the 6th April, 1929, and the tenant could then have given an ordinary notice to quit to expire 6th April, 1930, had he so desired. He has been told by the arbitrator that, owing to the notice under s. 12, he has the option of leaving in April, 1930, if he wishes, but I cannot find any authority on the point, and shall be much obliged by your assistance. The tenant wishes to make some definite arrangements as soon as possible, but does not wish to commit himself until he knows if he can quit his present farm in 1930.

A. There is no definition as to what is a reasonable time. Probably twenty-one days would under ordinary circumstances be sufficient, but it would be open to the landlord to show that the delay was reasonable, e.g., that it was due to negotiations as to fixing rent by agreement, to his serious illness, or possibly to his absence abroad. In any case the tenant's agreement to the appointment would be a waiver, and the arbitrator must have been satisfied that the tenant agreed, unless the arbitrator was nominated by the Minister on application by the landlord. If the tenant was satisfied that a reasonable time had elapsed, he could have given notice on or before 6th April last. There is no authority for the proposition that the tenant can leave without a year's notice, and the arbitrator was entirely in the wrong in telling the tenant so.

Recovery of Debt from Debtor in Australia.

Q. 1724. A client is owed a large amount of money by a debtor who has gone to Australia. The debtor's address is known. What means are available for obtaining and enforcing a judgment against him?

A. If the debtor is a domiciled Englishman or ordinarily resident here or the claim comes within the other sub-clauses of Ord. XI, r. 1, writ may be issued and order for substituted service obtained and judgment obtained in England. If the debtor is ordinarily resident in England *or* voluntarily appears in the English action, the judgment can be registered in any State in Australia, as legislation similar to Pt. II of the Administration of Justice Act, 1920, exists in all the States. If he is not ordinarily resident in England and does not appear in the English action, the judgment may be sued on in Australia. The judgment in that case is not conclusive. Of course proceedings may be taken on the original debt in Australia, and, if necessary, a commission obtained in the action there to take evidence in England.

Devise of Land in Northern Ireland.

Q. 1725. A testatrix (who was born and died domiciled in England) died in 1929, having by will dated 16th October, 1923, devised two freehold shops in Northern Ireland to the use of a sister A for life, then to the use of another sister B for life, and after the decease of the survivor to two nieces absolutely. The sister B was appointed sole executrix, and she has just proved the will in England. The Law of Property Act, 1925, and the Settled Land Act, 1925, do not apply to Ireland, nor does the Land Transfer Act under which a personal representative could sell freeholds to administer the estate. The question is therefore who can give a title to the property as it is desired to sell for payment of debts?

A. In view of the fact that the right of legislation as to title to land in Northern Ireland is now vested in the Parliament of Northern Ireland, we regret we cannot undertake to answer queries as to such title. It will in the first place however be necessary to have the English probate resealed in Northern Ireland, and to pay duty there. The documents required for doing this are set out in "Phillips's Probate and Estate Duty Practice," 2nd ed., p. 203, S.L.S.S.Ltd., 10s. 6d. net, or in any up-to-date probate practice.

Increase of Rent.

Q. 1726. The rent of a dwelling-house, to which the Rent Restriction Acts apply, was 9s. 6d. weekly on 3rd August, 1914. The landlord paid the rates which, including the water rate, were £6 13s. 1d. for the year, i.e., 2s. 7d. a week. The net rent is therefore 6s. 11d. a week. In 1919 for some reason a re-arrangement was made whereby the rent was reduced to 7s. 6d. a week, the tenant to pay the rates. The rent has remained at 7s. 6d. ever since. The landlord is responsible for all the repairs. The landlord now proposes to make such increase of rent as is permitted by the Acts, i.e., an increase of 40 per cent. of 6s. 11d., namely 2s. 9d. a week. Please state whether this increase is to be added to the net rent 6s. 11d., or to the present rent, 7s. 6d. In *Dufty* v. *Palmer* [1924] 2 K.B. 35, it was held that the increase is to be added to the rent at which the premises were let. Does that mean the rent at which they were let in August, 1914, or at the date on which the statutory notice is given?

A. The re-arrangement of 1919 was probably based on s. 2 of the Rent Act of that year, which validated a transfer of liability to the tenant, which would previously have been a breach of s. 1 (1) (iii) of the Act of 1915. The present rent of 7s. 6d. is therefore valid, and although the increase is to be calculated on the basis of 6s. 11d., the addition is to be made to 7s. 6d. The decision in *Dufty* v. *Palmer*, *supra*, does not appear to be accurately summarised, as the effect is that the increase is to be added to the rent recoverable at the date of the statutory notice, viz., 7s. 6d.

Revival of Lapsed Policies.

Q. 1727. An interesting point arises on the enclosed memorandum issued by a life assurance society. Can the society legally claim to be paid the annual rate of interest without allowing tax at the standard rate from the total amount payable in respect to a fine stated to be calculated as interest at an annual rate as shown? The question is of

interest to practitioners from a practical standpoint, whether the interest is payable on a death claim or for leading to revival of a policy during the life of the assured. An opinion as to whether it is or not governed by s. 40 of the Income Tax Act, 1853, and the decision in the case of *Bebb and Burney*, 1 Kar and J. 216, would be welcome at an early date. Does a society insisting on payment in full of the appropriate amount of interest without allowing tax, and under threat of non-revival of a lapsed policy unless the interest is paid in full, forfeit the penalty of £50 mentioned in s. 40 above, and by whom is it recoverable ?

A. The scheme does not provide for the periodical payment of interest, as the state of affairs contemplated is not intended to be permanent, and the interest in question does not come within the definition of yearly interest in s. 40, *supra*. The case is also not governed by *Bebb* v. *Burney*, *supra*, but by decisions relating to short-dated loans such as *Goslings and Sharpe* v. *Blake* (1889), 23 Q.B.D. 324. The society would not therefore forfeit the penalty of £50, but the full amount of interest would not be recoverable at the stipulated rate, as this is a penalty from which the policy-holder can claim relief—the society being only entitled to liquidated damages.

Income Tax—War Stock—Assessment.

Q. 1728. A by his will leaves his estate to his trustees upon trust to pay the income of one moiety thereof to his widow B for life, the income of the other moiety equally between his children C, D and E for life, with remainder to their issue. The estate holds a sum of 5 per cent. War Stock (acquired in 1917) and also each year receives interest on the banking account of the trustees. E dies in May, 1928, and his share of the income then becomes divisible between his children. The dividends on the War Loan are paid to the trustees without deduction of tax, and divided by them, with the bank interest, half-yearly. In January, 1929, the trustees paid income tax on an assessment for 1928-29, which was computed on the dividends and bank interest received in the year ended 5th April, 1928. Are the children of E liable to bear any portion of the tax paid in January, 1929, or not ? If not, when does the tax on their share of the War Loan dividends and bank interest received between May and December, 1928, become payable. In January, 1930 ? Is the tax paid in January, 1929, in respect of the dividends and bank interest received during the year ended 5th April, 1929, or 1928 ?

A. We express the opinion that as the tax paid in January, 1929, was in respect of the income of the trust fund for the financial year 1928-29 (as computed), the children of E are liable to bear the due proportion. The tax paid was not in respect of the actual dividends and bank interest received during 1928-29 or 1927-28, but was in respect of the "income" of the trust fund (as computed under the statutory regulations) for the financial year 1928-29. This income was in fact the same as actual income of 1927-28.

Lease of French Lands in English Form—Effect.

Q. 1729. A company is incorporated in France and has complied with s. 274, Companies Act, 1910. The company proposes now to grant a lease of part of its land in France to B, and wishes the lease prepared in English form as though the land were situate in England giving as its reason a saving in duties. We know nothing about the duties on leases of land in France, but it seems to us that no lease prepared in English form of land in France would be valid. We shall be glad to have your views.

A. We agree. The *lex loci rei sitæ* would appear to apply. If, therefore, a lease in English form would not comply with French formalities (and probably—apart from reversion requirements—it would not, but we express no opinion on that point) the whole transaction would be void.

Obituary.

Mr. M. W. H. L. BROOKE.

One of the oldest solicitors in England, Mr. Melancthon William Henry Lombe Brooke, has passed away at his residence, Point Cottage, Attleborough, Norfolk, at the age of eighty-nine. A man of very varied interests, he was one of those who sought to find a secret metrology in the internal features and exterior measurements of the Great Pyramid. He dealt with the subject at considerable length in "The Great Pyramid of Gizah." He was a breeder of fancy poultry, Norfolk Hackneys and pedigree dogs, winning prizes at shows in many parts of the country. He took up horticulture later, and his chrysanthemums were some of the finest in the County of Norfolk. A few years ago he patented an indestructible hand-made rope clock-line for grandfather clocks, and up to quite recently was supplying large numbers to clockmaking firms in the country. He continued to carry on his practice until he reached the age of eighty-three, but acted as a Commissioner for Oaths to the last. H.

Correspondence.

"Parent's Liability for Child's Negligence."

Sir,—I have read the answer to "Points in Practice," No. 1715, which appears at p. 583 in your issue of the 7th inst., but your contributor has, I think, made a slip in suggesting "that B, *a child of six*, must have previously tampered with the car to know how to release the brake and that there was therefore evidence of negligence against A." I suggest that a child under seven is *doli incapax* and that consequently no proceedings for wilful damage could be successfully taken.

Torquay. "Lex."
10th September.

Income Tax Liability: *Q.* 1668.

Sir,—In your issue of the 29th June last, at p. 425, you answered a question I put to you with regard to the payment of tax on War Loan interest and you suggested that a letter to the Secretary of the Board of Inland Revenue might result in no claim being made against my client for tax on War Loan interest not deducted before payment to the person entitled.

I have to inform you that I wrote to the Secretary as suggested and have now heard from him that the Board will raise no objection to the assessment of which notice has been given being discharged.

I beg to thank you for your excellent advice and suggestions on this and upon other matters which I have submitted to you from time to time.

Brighouse. John P. Wilson.
12th September.

Societies.

The Law Society's School of Law.

The Autumn Term will open on 25th September. Lectures will commence on 30th September. Copies of the detailed Time-Table can be obtained on application to the Principal's Secretary.

The Principal will be in his room to advise students on their work on Wednesday, 25th September, for Intermediate students, and Thursday, 26th September, for Final and Degree students (10.30 a.m. to 12.30 p.m., and 2 p.m. to 5 p.m.).

The subjects to be dealt with during the Term will be, for Intermediate students, (i) Public Law, (ii) Status and Personal Property, (iii) Criminal Law and Procedure, and Civil Procedure, and (iv) Outline of Accounts and Book-keeping. The subjects for Final students will be (i) Law of Property, (ii) Company Law and Bankruptcy, and (iii) General Principles of Contract. There will also be courses on (i) Equity, and

(ii) Common Law (Torts) for Honours and Final LL.B. students and on (i) Constitutional Law, and (ii) Roman Law, for Intermediate Degree students.

The courses on Status and Personal Property and on Criminal Law and Procedure and Civil Procedure will be taken in the morning (Status 11 a.m. to 1 p.m., Criminal Law 10 a.m. to 12 noon) and in the afternoon (4 p.m. to 6 p.m.). *Students must notify the Principal's Secretary before 25th September, if they wish to attend the afternoon in preference to the morning lectures and classes.*

Students can obtain copies of the Regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's Secretary.

Long Vacation, 1929.

NOTICE (II).

During the remainder of the Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Hon. Mr. Justice Macnaghten.

COURT BUSINESS.—The Hon. Mr. Justice Macnaghten will, until further notice, sit in The Lord Chancellor's Court, Royal Courts of Justice, at half-past 10 on Wednesday in each week for the purpose of hearing such applications of the above nature, as, according to the practice in the Chancery Division, are usually heard in Court.

PAPERS FOR USE IN COURT.—Chancery Division.—The following Papers for the Vacation Judge are required to be left with the Cause Clerk in attendance at the Chancery Registrar's Office, Room 136, Royal Courts of Justice, on or before 1 o'clock, two days previous to the day on which the application to the Judge is intended to be made:—

1. Counsel's certificate of urgency or note of special leave granted by the Judge.
2. Two copies of notice of motion, one bearing a 5s. adhesive stamp.
3. Two copies of writ and two copies of pleadings (if any).
4. Office copy affidavits in support, and also affidavits in answer (if any).

No Case will be placed in the Judge's Paper unless leave has been previously obtained or a Certificate of Counsel that the Case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

N.B.—Solicitors are requested, when the application has been disposed of, to apply at once to the Judges' Clerk in Court for the return of their papers.

URGENT MATTERS WHEN THE JUDGE IS NOT PRESENT IN COURT OR CHAMBERS.—Application may be made *in any case of urgency*, to the Judge personally (if necessary), or by post or rail, prepaid, accompanied by the brief of Counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by Counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Office, Royal Courts of Justice, London, W.C.2."

The address of the Vacation Judge can be obtained on application at Room 136, Royal Courts of Justice. Vacation Registrar.—Mr. Hicks Beach (Room 188).

CHANCERY CHAMBER BUSINESS.—The Chancery Chambers will be open for Vacation business on Tuesday, Wednesday, Thursday and Friday in each week, from 10 to 2 o'clock.

KING'S BENCH CHAMBER BUSINESS.—The Hon. Mr. Justice Macnaghten will sit for the disposal of King's Bench Business in Judge's Chambers at half-past 10 on Tuesday in each week.

PROBATE AND DIVORCE.—Summonses will be heard by the Registrar, at the Principal Probate Registry, Somerset House, every day during the Vacation at 11.30 (Saturdays excepted).

Motions will be heard by the Registrar on Wednesdays, the 11th and 25th September, at the Principal Probate Registry at 12.15.

Decrees will be made absolute on Wednesdays, the 18th September and the 2nd October.

All Papers for making Decrees absolute are to be left at the Contentious Department, Somerset House, on the preceding Thursday, or before 2 o'clock on the preceding Friday. Papers for Motions may be lodged at any time before 2 o'clock on the preceding Friday.

The Offices of the Probate and Divorce Registries will be opened at 10 a.m. and closed at 4 p.m., except on Saturdays, when the Offices will be opened at 10 a.m. and closed at 1 p.m.

Rules and Orders.

1929, No. 597 /L.14.

THE RULES OF THE SUPREME COURT (COMPANIES) 1929 DATED JULY 31, 1929.—*Continued from page 601.*

List of Creditors referred to in the last Form

A.

IN THE MATTER OF COMPANY, LIMITED, AND IN THE MATTER OF "THE COMPANIES ACT, 1929."

This list of creditors marked A. was produced and shown to A.B., and is the same list of creditors as is referred to in his affidavit sworn before me this day of , 19 .

X.Y., &c.

Names, Addresses and Descriptions of the Creditors.	Nature of Debt or Claim.	Amount or Estimated value of Debt or Claim.

No. 32. NOTICE TO CREDITORS. [O. 53B. r. 11 (d).]

IN THE MATTER OF THE COMPANY, LIMITED, AND IN THE MATTER OF "THE COMPANIES ACT, 1929."

To Mr. .

You are requested to take notice that a petition has been presented to the High Court of Justice, for confirming the reduction of the capital of the above company from £ to £ , and that by an order dated 19 an inquiry was directed as to the debts, claims and liabilities of the said company as on the 19 [other than the debts, claims and liabilities in respect of (here set out the nature of debts, claims or liabilities to which the inquiry does not extend)]. In the list of persons admitted by the company to have been on the day of creditors of the company for debts, claims and liabilities to which such inquiry extends your name is entered as a creditor [here state the amount of the debt or nature of the claim].

If you claim in respect of any such debt, claim or liability to have been on the last-mentioned day a creditor to a larger amount than is stated above, you must, on or before the day of , send your name and address, the particulars of your claim and the name and address of your solicitor (if any) to the undersigned at . In default of your so doing the above entry in the list of creditors will in all the proceedings under the above application to reduce the capital of the company be treated as correct.

Dated this day of 19 .

A.B.,
Solicitor for the said Company.

No. 33. ADVERTISEMENT OF PETITION AND LIST OF CREDITORS. [O. 53B. r. 11 (e).]

IN THE MATTER OF THE COMPANY, LIMITED, AND IN THE MATTER OF "THE COMPANIES ACT, 1929."

Notice is hereby given that a petition for confirming the reduction of the capital of the above company from £ to £ was, on the day of 19 , presented to the High Court of Justice and is now pending. And that by an order dated 19 , an inquiry was directed as to the debts, claims or liabilities of the said company as on the 19 [other than debts, claims and liabilities in respect of (here set out the nature of the debts, claims and liabilities to which the enquiry does not extend)]. A list of the persons admitted to have been creditors of the company for debts, claims and liabilities to which the said inquiry extends on the said day of , 19 , may be inspected at the offices of the company, at , or at the office of at any time during usual business hours, on payment of the charge of one shilling.

Any person who claims to have been on the said 19 , and still to be, a creditor of the company in respect of any such debt, claim or liability and who is not entered on the said list and claims to be so entered, must, on or before the day of , send in his name and address, and the particulars of his claim and the name and address of his solicitor (if any), to the undersigned at , or in default thereof he will be precluded from objecting to the proposed reduction of capital.

Dated this day of , 19 .

A.B.,
Solicitor for the said Company.

No. 34. Affidavit in Answer to Inquiry. [O. 53 B. r. 11 (f).]

[Title of Court as in Form 30.]

In the Matter of the Company, Limited, and in the Matter of "The Companies Act, 1929."

We, C.D., &c. [the secretary of the said company], E.F., of &c. [the solicitor of the said company] and A.B., of &c. [the managing director of the said company], severally make oath and say as follows:—

I, the said C.D., for myself, say as follows:—

1. I did, on the day of 19 , in the manner hereinafter mentioned, serve a true copy of the notice now produced and shown to me, and marked B, upon each of the respective persons whose names, addresses and descriptions appear in the first column of the list of creditors, marked A., referred to in the affidavit of filed on the day of , 19 .

2. I served the said respective copies of the said notice by putting such copies respectively duly addressed to such persons respectively, according to their respective names and addresses appearing in the said list (being the last known addresses or places of abode of such persons respectively), and with the proper postage stamps affixed thereto as prepaid letters, into the post office receiving house, No. , in Street, in the County of , between the hours of and of the clock in the noon of the said day of .

And I, the said E.F., for myself, say as follows:—

3. A true copy of the notice now produced and shown to me and marked C., has appeared in the of the day of , 19 , the of the day of 19 , &c.

4. I have, in the paper writing now produced and shown to me, and marked D., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the said notice B., now produced and shown to me by persons claiming to be creditors of the said company for larger amounts than are stated in the list of creditors, marked A., referred to in the affidavit of , filed on the day of , 19 .

[(or) No person has sent in to me pursuant to the said Notice B. a claim to be entered on the said list for a larger sum than that in respect of which he is entered in the said list A.]

5. I have in the paper writing now produced and shown to me, marked E., set forth a list of all claims, the particulars of which have been sent in to me pursuant to the notice referred to in the third paragraph of this affidavit by persons claiming to be creditors of the said company on the day of , 19 , not appearing on the said list of creditors, marked A., and who claimed to be entered thereon.

[(or) No claims have been sent in to me pursuant to the notice referred to in paragraph 3 hereof by persons not entered on the said list A. and claiming to be so entered.]

And we, C.D. and A.B., for ourselves, say as follows:—

6. We have, in the first part of the said paper writing, marked D. (now produced and shown to us) and also in the first part of the said paper writing marked E. (also produced and shown to us), respectively set forth such of the said debts and claims as are admitted by the said company to be due wholly or in part, and how much is admitted to be due in respect of such of the same debts and claims respectively as are not wholly admitted, and such of the same debts and claims as the company contends are wholly or as to any and what part thereof not included in the enquiry in this matter.

7. We have, in the second part of each of the said paper writings, marked D. and E., set forth such of the said debts and claims as are wholly disputed by the said company, and such of the same debts and claims as the company contends would even if admitted be wholly or as to any and what part thereof not included in the enquiry in this matter.

8. In the said exhibits D. and E. are distinguished such of the debts the full amounts whereof are proposed to be appropriated in such manner as the Judge shall direct.

And I, the said C.D., further say:—

The exhibit now produced and shown to me marked F. contains the (*invoices and) receipts and the written consents of such of the persons named in the said list A (and in the said exhibits D. and E.) as have been paid by the said company or have consented to the proposed reduction of capital.

The said company is willing to set apart and appropriate the full amount of the debts claims and liabilities specified in the said list A. (and in the said exhibits D. and E.) in respect of which consents have not been obtained or which the said company has not paid and discharged.

All rent rates taxes salaries wages and other incidental expenses current on the said 19 , and since become due have been paid and discharged by the said company.

Sworn, &c.

* Invoices to the amount of the receipt should be attached when the receipt is for a larger sum than that stated in list A. (and exhibits D. and E).

Exhibit D., referred to in the last-mentioned Affidavit.

D.

In the Matter, &c.

List of debts and claims of which the particulars have been sent in to by persons claiming to be creditors of the said company for *larger amounts* than are stated in the list of creditors made out by the company.

This paper writing, marked D., was produced and shown to C.D., E.F., and A.B. respectively and is the same as is referred to in their affidavit sworn before me this day of 19 .

X.Y., &c.

First Part. *Debts and Claims wholly or partly admitted by the Company.*					Second Part. *Debts and Claims wholly disputed by the Company.*			
Names, Addresses, and Descriptions of Creditors.	Particulars of Debt or Claim.	Total amount claimed.	Amount admitted by the Company to be within the enquiry and to be owing to Creditor.	Debts proposed to be appropriated in full, although disputed.	Amount admitted by the Company to be owing to the Creditor, but which it is contended are not within the enquiry.	Names, Addresses, and Descriptions of Claimants.	Particulars of Claim.	Total Amount claimed.	Debts proposed to be appropriated in full, although disputed.	Amount which, even if admitted, it is contended would not be within the enquiry.

Exhibit E., referred to in the last Affidavit.

E.

In the Matter, &c.

List of debts and claims of which the particulars have been sent in to Mr. by persons claiming to be creditors of the company, and to be entered on the list of the creditors made out by the company.

This paper writing marked E. was produced and shown to C.D., E.F., and A.B. respectively, and is the same as is referred to in their affidavit sworn before me this day of 19 .

X.Y., &c.

First Part.

[*Same as in Exhibit D.*]

Second Part.

[*Same as in Exhibit D.*]

Note.—The names are to be inserted alphabetically.

No. 35. Notice to Creditor to come in and prove. [O. 53 B. r. 11 (g).]

In the Matter of the Company, Limited; and in the Matter of "The Companies Act, 1929."

To Mr.

You are hereby required to come in and prove (or establish your title to be entered in the list of creditors in this matter

in respect of) the debt claimed by you against the above company, by filing your affidavit and giving notice thereof to Mr. , the solicitor of the company, on or before the day of next; and you are to attend by your solicitor at the chambers of Mr. Justice , Room No. , Royal Courts of Justice, Strand, in the County of London (or at the Chambers of the Registrar at) on the day of 19 , at o'clock in the noon, being the time appointed for hearing and adjudicating upon the claim, and produce any securities or documents relating to your claim.

In default of your complying with the above directions, you will [be precluded from objecting to the proposed reduction of the capital of the company], *or* [in all proceedings relative to the proposed reduction of the capital of the company be treated as a creditor for such amount only as is set against your name in the list of creditors].

Dated this day of 19 . A.B.,
Solicitor for the said Company.

FIRST PART.
Debts and Claims wholly or partly admitted by the Company.

SECOND PART.
Debts and Claims wholly disputed by the Company.

No. 36. ADVERTISEMENT OF HEARING OF PETITION.
[O. 53 B. r. 11 (1).]

IN THE MATTER OF THE COMPANY, LIMITED, AND IN THE MATTER OF "THE COMPANIES ACT, 1929."

Notice is hereby given, that a petition presented to the High Court of Justice on the day of for confirming the reduction of the capital of the above company from £ to £ , is directed to be heard before Mr. Justice on the day of 19 . C. & D., of ;
[Agents for E. & F., of],
Solicitors for the Company.

The of , 19 .

FORM NO. 37. FORM OF ORDER UNDER SECTION 154 OF THE COMPANIES ACT, 1929. [O. 53 B. r. 13.]
[*Title.*]

ORDER that all the property rights and powers of the transferor company specified in the first second and third parts of the Schedule hereto and all other the property rights and powers of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to section 154 (2) of the Companies Act 1929 be transferred to and vest in the transferee company for all the estate and interest of the transferor company therein but subject nevertheless to all charges now affecting the same [other than (here set out any charges which by virtue of the compromise or arrangement are to cease to have effect)] And it is Ordered that all the liabilities and duties of the transferor company be transferred without further act or deed to the transferee company and accordingly the same shall pursuant to section 154 (2) of the Companies Act 1929 be transferred to and become the liabilities and duties of the transferee company And it is Ordered that all proceedings now pending by or against the transferor company be continued by or against the transferee company And it is Ordered that the transferee company do without further application allot to such members of the transferor company as have not given such notice of dissent as is required by clause of the scheme of compromise or arrangement herein the shares in the transferee company to which they are entitled under the said scheme And it is Ordered that the transferor company do within 7 days after the date of this order cause an office copy of this order to be delivered to the Registrar of Companies for registration and on such office copy being so delivered the transferor company shall be dissolved and the Registrar of Company shall place all documents relating to the transferor company and registered with him on the file kept by him in relation to the transferee company and the files relating to the said two companies shall be consolidated accordingly.

Liberty to apply.

The Schedule.

PART I.
(Insert a short description of the freehold property of the transferor company.)

PART II.
(Insert a short description of the leasehold property of the transferor company.)

PART III.
(Insert a short description of all stocks shares debentures and other choses in action of the transferor company.)

Legal Notes and News.

Honours and Appointments.

The Lord Advocate has appointed Mr. G. S. MORRISON, Junr., Solicitor, Duns, to be Procurator-Fiscal of Berwickshire at Duns in place of Mr. R. G. Johnston resigned.

The Right Hon. D. LLOYD GEORGE, P.C., M.P., Solicitor, has been elected Chairman of the Caernarvonshire Quarter Sessions in succession to the Lord-Lieutenant (Mr. J. E. Greves). Mr. Lloyd George was admitted in 1884.

Mr. JAMES LAUDER, Solicitor, Edinburgh, has been appointed Procurator-Fiscal to the Justices of the Peace for the Lauder and Earlston district in place of Mr. G. L. Broomfield.

Mr. D. C. A. WILLIAMS, Clerk to the Bromyard Rural District Council and Guardians, has been appointed Clerk to the Hereford Assessment Committee.

Mr. W. WILLIS SKINNER, acting Clerk to the Bromfield (Derby) Urban District Council, has now been appointed Clerk to the Council.

Mr. JOHN HULTON, Assistant Solicitor to the Port of London Authority, has been recommended by the Manchester Town Hall Committee for the post of Assistant Prosecuting Solicitor to the Manchester Corporation. Mr. Hulton was for some time Deputy Coroner of the Northern Division of Somerset.

TWO NEW JUDGES OF THE HAGUE COURT.

On going to Press we learn that Sir CECIL JAMES BARRINGTON HURST, K.C.B., G.C.M.G., K.C., has been elected one of the Judges of the Permanent Court of International Justice in succession to the late Lord Finlay. Simultaneous voting by the Council and the Assembly of the League of Nations took place for the purpose of filling two vacancies, for which Sir Cecil Hurst and M. Henri Fromageot (France) were nominated. In a poll of fifty-two votes in the Assembly, Sir Cecil Hurst polled forty, and M. Fromageot thirty-seven, and in the vote taken by the Council both nominees attained an absolute majority. Curiously enough, both nominees have been criticised in some quarters because they had been closely connected as official legal advisers with the policies of their respective Foreign Offices. Both, however, have undoubtedly enjoyed the greatest respect at Geneva for their personal integrity and knowledge of International Law.

Professional Partnerships Dissolved.

GEOFFREY GRAHAME HAWKINS and ARCHIBALD HOPE SPENS, solicitors and parliamentary agents, 2 Millbank House, Westminster, S.W.1 (Grahames & Co.), by mutual consent as from 31st August, so far as concerns G. G. Hawkins, who retires from the firm. The business will be carried on in future by A. H. Spens.

Resignations.

Mr. A. W. WEYMAN, solicitor (Messrs. Weyman & Co.), has resigned the position of Clerk to the Ludlow Board of Guardians and Rural Council after thirty-five years' service. Mr. Weyman, who was admitted in 1883, also holds the appointment of Registrar and High Bailiff of the Ludlow County Court (Circuit 28), Superintendent Registrar of Births, etc., Clerk to the Ludlow School Attendance Committee, and Clerk to the Commissioners of Taxes for the borough.

INCORPORATED ACCOUNTANTS EXAMINATIONS.

The next Examination of Candidates for admission to the Society of Incorporated Accountants and Auditors will be held on November 4th, 5th, 6th and 7th, in London, Manchester, Cardiff, Leeds, Glasgow, Dublin, Belfast, Cape Town, Johannesburg and Durban.

Women are eligible under the Society's regulations to qualify as Incorporated Accountants upon the same terms and conditions as are applicable to men.

Particulars and forms are obtainable at the offices of the Society, Incorporated Accountants' Hall, Victoria Embankment, London, W.C.2.

RESTRICTION ON PARKING CARS IN THE TEMPLE.

The work of constructing a lawn in the Temple between King's Bench-walk and Paper-buildings has begun. Workmen are engaged in removing branches from the plane trees near the site and in laying down soil as a foundation for the lawn.

The improvement, which is being carried out by order of the Benchers of the Inner Temple, will result in a restriction of facilities for parking motor cars. The open space at King's Bench-walk has been used as a car park not only by barristers who have chambers in the Temple but by the public. Steps have been taken to regulate the parking, which will now be confined to the north end of the walk. An attendant has been appointed, and a small annual charge will be made for the use of the park. The bay at Brick-court is also used as a car park, but there is room for only twelve vehicles.

We understand that there was no intention of making the Temple a public car parking place. Under the regulations now in force only members of the Inner Temple are permitted to leave their cars in a specially allocated space in King's Bench-walk, and precautions had been taken to prevent unauthorised persons using the park.

BUILDING SOCIETIES' POST WAR WORK.

Sir Josiah Stamp, G.B.E. (who is a director of the Bank of England) speaking at the opening of the new offices of the Nottingham Permanent Benefit Building Society, said: "I tremble to think what would have happened after the war if the great tide of need for house-ownership and purchase had come on this country with no organisation to meet it. The Building Society movement has tapped and created new sources of savings, and has brought the maximum advantage to the citizens." There was no movement within his ken, he added, which had gained corporate consciousness so rapidly as the building society movement, which realised it was performing a great public service *and was not ashamed to advertise.*

LIGHTING OF ROAD VEHICLES.

The Minister of Transport makes the following announcement:—

The Minister of Transport has made the Road Vehicles Lighting Regulations, 1929, dated August 29, under the Road Transport Lighting Act, 1927. The new Regulations, which will come into force on November 1 next, supersede the Road Vehicles Lighting Regulations, 1928. The new Regulations re-enact the provisions of the old Regulations with the exception of Regulation 6, in which wider discretionary powers are conferred upon chief officers of police in regard to the exemption of motor vehicles in parking places from the requirements of the Lighting Act and Regulations.

"LAW AND LIBERTY."

Mr. Bertram B. Benas, B.A., LL.B., Barrister-at-Law, contributed last week to the syllabus of lectures in the general course of studies at the Bonar Law College, Ashridge House, Berkhamsted, Hertfordshire, his subject being "Law and Liberty."

ANGLO-MEXICAN CLAIMS COMMISSION.

Mr. Artemus Jones, K.C., Great Britain's representative on the Anglo-Mexican Claims Commission, sailed from Liverpool on Saturday last for New York in the Cunard liner "Franconia." The Commission is to resume adjudication on claims brought by British subjects against the Mexican Government in connexion with revolutionary riots.

MARRIAGE LAWS "OUT OF DATE"?

A resolution declaring that the marriage laws of most countries were out of date and not in harmony with the social and economic conditions of the present day was passed at the World League for Sexual Reform Congress in London on Saturday last. It described the divorce laws as being inspired by an attitude of revenge and possessive rights.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (7th February, 1929) 5½%. Next London Stock Exchange Settlement Thursday, 26th September, 1929.

	Middle Price 18thSept.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	81¼	4 17 10	—
Consols 2½%	53½	4 13 6	—
War Loan 5% 1929-47	101⅜	4 18 8	—
War Loan 4½% 1925-45	94	4 15 9	5 1 0
War Loan 4% (Tax free) 1922-42	99¾	4 0 2	4 0 6
Funding 4% Loan 1960-1990	84¾	4 14 5	4 16 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91½	4 7 5	4 8 6
Conversion 4½% Loan 1940-44	94	4 15 9	5 1 6
Conversion 3½% Loan 1961	72¾	4 16 3	—
Local Loans 3% Stock 1912 or after	60½	4 19 2	—
Bank Stock	245	4 18 0	—
India 4½% 1950-55	85	5 5 11	5 10 6
India 3½%	64½	5 8 6	—
India 3%	55½	5 8 1	—
Sudan 4½% 1939-73	92	4 17 9	4 19 0
Sudan 4% 1974	83	4 16 5	4 19 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 15 years)	82	3 13 2	4 4 0
Colonial Securities.			
Canada 3% 1938	85	3 10 7	5 2 0
Cape of Good Hope 4% 1916-36	91	4 7 11	5 12 0
Cape of Good Hope 3½% 1929-49	79	4 8 7	5 4 0
Commonwealth of Australia 5% 1945-75	94	5 6 5	5 7 0
Gold Coast 4½% 1956	94	4 15 9	4 18 0
Jamaica 4½% 1941-71	92	4 17 10	4 19 0
Natal 4% 1937	91	4 7 11	5 11 3
New South Wales 4½% 1935-45	88	5 2 3	5 12 6
New South Wales 5% 1945-65	95	5 5 3	5 6 0
New Zealand 4½% 1945	92	4 17 10	5 5 6
New Zealand 5% 1946	100	5 0 0	5 0 0
Queensland 5% 1940-60	93	5 7 6	5 9 4
South Africa 5% 1945-75	99	5 1 0	5 1 0
South Australia 5% 1945-75	94	5 6 5	5 7 0
Tasmania 5% 1945-75	95	5 5 3	5 5 6
Victoria 5% 1945-75	94	5 6 5	5 7 0
West Australia 5% 1945-75	94	5 6 5	5 7 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	61	4 18 4	—
Birmingham 5% 1946-56	100	5 0 0	5 0 0
Cardiff 5% 1945-65	99	5 1 0	5 1 0
Croydon 3% 1940-60	68	4 8 3	5 2 0
Hull 3½% 1925-55	76	4 12 1	5 4 0
Liverpool 3½% Redeemable by agreement with holders or by purchase	70	5 0 0	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	51	4 16 3	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	61	4 18 4	—
Manchester 3% on or after 1941	61	4 18 4	—
Metropolitan Water Board 3% 'A' 1963-2003	60	5 0 0	—
Metropolitan Water Board 3% 'B' 1934-2003	62	4 16 9	—
Middlesex C. C. 3½% 1927-47	81	4 6 5	5 2 6
Newcastle 3½% Irredeemable	70	5 0 0	—
Nottingham 3% Irredeemable	60	5 0 0	—
Stockton 5% 1946-66	100	5 0 0	5 0 0
Wolverhampton 5% 1946-56	101	4 19 0	4 19 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	79½	5 0 8	—
Gt. Western Rly. 5% Rent Charge	96	5 4 2	—
Gt. Western Rly. 5% Preference	90	5 11 1	—
L. & N. E. Rly. 4% Debenture	74	5 8 1	—
L. & N. E. Rly. 4% 1st Guaranteed	70½	5 13 6	—
L. & N. E. Rly. 4% 1st Preference	64½	6 4 0	—
L. Mid. & Scot. Rly. 4% Debenture	76½	5 4 7	—
L. Mid. & Scot. Rly. 4% Guaranteed	73½	5 8 9	—
L. Mid. & Scot. Rly. 4% Preference	67½	5 18 6	—
Southern Railway 4% Debenture	76½	5 4 7	—
Southern Railway 5% Guaranteed	95	5 5 3	—
Southern Railway 5% Preference	84	5 19 1	—

929

tain

Stock
29.

ELDWITH
EDEMP-
TION.

s.	d.
—	
—	
—	
1	0
0	6
16	0
8	6
1	6
—	
—	
—	
10	6
—	
—	
19	0
19	0
4	0
2	0
12	0
4	0
7	0
18	0
19	0
11	3
12	6
6	0
5	6
0	0
9	4
1	0
7	0
5	6
7	0
7	0
—	
0	0
1	0
2	0
4	0
—	
—	
—	
—	
—	
—	
2	6
—	
—	
0	0
19	0
—	
—	
—	
—	
—	
—	
—	
—	
—	